19 60.

Department of Lands

OFFICE of the Minister

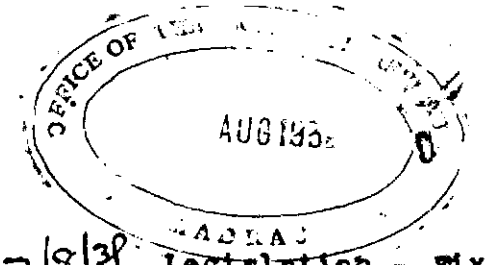
STATION Wellington

No.

Dated 9/3/60

(SUBJECT.)

Legislation - (Land Tenure)
Sale of Tenure - Tenants
in Crown Pastoral Leases
Bill Committee



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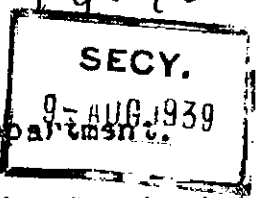


A164/40

Revenue Department.

17/8/39

Legislation - Fixity of tenure - Tenants in the Coast strip of the South Kanara District.

(F)

From the Residents of the area, petition dated 25th May 1939.

...

Endorsement No. 3362 B/39-1 dated 7th August 1939.

...

Referred to the Collector of South Kanara for remarks, which should be submitted through the Board of Revenue.

S.J. Augustus,
Assistant Secretary to Government.

To the Collector of South Kanara (with enclosures/to be returned in original with reply)
Copy to the Board of Revenue.

...

Forwarded
(By Order)

8/8/39

Superintendent.

vkr. 8. 8.

To HS(CS)

The CSRs report may be awaited

23/8

25839

25839

4666/24

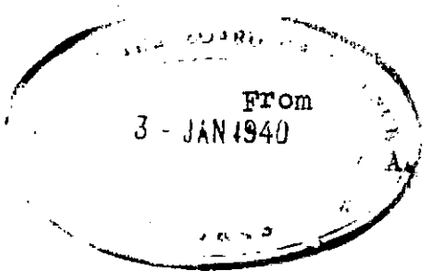
4274/24

Rtd

Rto CSR

25/8

D.Dis.No.5562/39. South Kanara Collector's Office,
Mangalore, 21st December 1939.



From

A. C. Woodhouse, Esq., C.I.E.,
Collector of South Kanara.

To

The Secretary,
Board of Revenue,
M a d r a s.

Sir,

Legislation - fixity of tenure - Tenants in the coast strip of South Kanara District - Report submitted.

Reference: Endorsement No.3362 B-39-1, dated 7th August 1939 from Government, Revenue Department.

The memorial is from the tenants holding perpetual leases in the coast villages of this district. The land tenures prevailing here are 3 kinds, (1) Mulgeni or perpetual lease, (2) Vaidegeni or tenure entered into for a fixed period generally obtained on prepayment of a fixed sum of money and terminable on the expiry of the stipulated period, and (3) chalgeni lease, which is in force for a short period usually 1 to 3 years. The grievances set forth in the ---- memorial relate to mulgeni tenure. The memorialists represent that they got fields and gardens from landlords on permanent lease on rentals fixed on the basis of the inflated prices of commodities prevailing years ago. There has been an all round depression from about the year 1931 and they seek relief through legislative measures to free themselves from their continued indebtedness to their landlords.

2. The chief produce of this district is rice. Cocoanuts come next in importance and are grown in the coast strip and have a commercial value. The price of rice and

cocoanuts was high during the years of the last war and for some time after it. The contracts entered into by the mulgeni tenant during these periods may be unprofitable if the prices prevailing subsequent to 1931 are taken into consideration. But there are cases in which contracts were entered into as far back as 1890 or even earlier. In such cases the rent being only nominal is not sufficient to cover the assessment on the lands. To minimise the rigours of such disparity the Mulgeni Rent Enhancement Act was enacted in 1920. This piece of legislation was brought on the statute book with the definite object of affording relief to landlords by providing for the enhancement of rent by apportioning the difference between the original assessment and the assessment enhanced at subsequent settlements. Because there were many cases in the district, legislation was found necessary. The institution of numerous suits all over the district since 1920 amply justified that enactment. But the present memorial seeks to reverse this position.

3. It is quite possible that the signatories to th memorial have some grievance. The Revenue Divisional Officer, Puttur is of opinion that cases are not wanting wherein the mulgeni tenants have surrendered their lands to the landlords as the annual income was found to be less than the rent on account of the fall in prices. The Revenue Divisional Officer, Coondapoor states that ther is need for fixing a reasonable rent as provided in the Malabar Tenancy Act, 1929 (XIV of 1930). It has been found that out of nearly 7300 leases effected in Coondapoor Division since 1915 about 2300 have bee terminated either by the process of law or by voluntary surrender. The ~~No.~~ number of leases alone would not be a ----- correct basis for considering that the memorialists have a case, though the value thereof would be more useful But it is difficult to go into the question of assessing

the value of all the contracts that have been terminated either by process of law or by voluntary surrender. few cases of hardship have been reported in the Mangalore Division also but the Revenue Divisional Officer considers that fresh legislation affecting the community as a whole would not be justified.

4. The memorial does not seem to relate to Contracts entered into before the last war. Contracts entered into in the last years of the war and some time after it till the year of economic depression fall into two classes. In those cases in which the rent is payable in kind and not in cash, adjustment is automatic. In cases where the rent is payable in cash, hardship may be felt; but such cases not seem to be numerous enough to justify legislation.

5. If it is found necessary to pursue the matter a Committee may be appointed to examine the question in more detail as is being done with regard to the Malabar Tenancy Act, 1929 (XIV of 1930).

6. The memorial received with the endorsement is enclosed.

For Collector.

22.12.39

S.V.R.

C.F. 16.

DRAFT FOR APPROVAL.

	Date.	Initials.
When received for fair copying ..	10/11/39	
When copied ..	9/3	
When examined..	11/3	
When signed ..	11/3	
When despatched.		

SUBJECT :—

Legislation (S.Kanara) - Fixity of tenure - Tenants in the coast strip Grievances - Report subd.

READ AGAIN _____, dated _____ 19____.

" " _____ " _____ 19____.

READ *ALSO* :—

A. No. 164/40 From the Collr. S.Kanara, D.Dis.5562/39 No. _____, dated 21-12-39. ...A

" _____ " _____ " _____ " _____ 19____.

" _____ " _____ " _____ " _____ 19____.

~~Order~~ / Resolution ~~Rout.~~ Ms. No. 687, dated 9/3 19____.

Submitted to the Govt. with ~~reference to their Endt. No.3362-B-39. dated 7-8-39.~~

2. The difficulty that is complained of is ~~of~~ the reverse of the difficulty which led to the passing of Act XII of ~~29~~ 1920. Permanent leases based on the prices current in the decade after the last war are bound to cause hardship. If the cases had been very numerous, there might be a case for fixing a fair rent somewhat on the line of sec. 12 of Act XIV of 1930 but it is seen from the Collr.'s report that the cases are not numerous enough for such an arrangement. It is reasonable that

a mulgenidar shld. be permitted to relinquish his lease after reasonable notice when he does not claim compensation for improvements. The Collr. has reported that in the Coondapur division, some 2300 leases have been terminated by process of ~~law or by voluntary surrender. Apparently,~~ herefore even the cases where ~~the~~ a mulgenidar is unable to relinquish a lease when no claim is made for compensation for improvements are not appreciably numerous.

The view of the Collector that there is ~~no case for legislation may therefore be~~ accepted. There is hardly need for a tenancy committee to deal with the difficulty.

1 4 cf

To the Secy. to Govt., Revenue Deptt.

with memorial ref

Keep copy of th

1-3-4 (F)

BOARD OF REVENUE 11 APR 1940 MADRAS

GOVERNMENT OF MADRAS

A 1544

Sectt. II-15 (a)—31,000—20-12-38.

Received ..... 193 *Registered* ..... SECY. 11 APR '40 193

Abstract.

Legislation - South Kanara - Fixity of Tenure - Tenants in the Coast Strip - grievances - Proceedings of the Board of Revenue - Recorded.

Revenue DEPARTMENT.

G.O. No. MS.900. dated 9th April 1940. ~~193~~xx.

M 11-13 not (H)

ENCLOSURES.

No. M 1 (H)

READ the following paper :—

From T. Puttanna and others, Petition dated 25-5-1939.

Endorsement to the Collector of South Kanara, No.3362 B/39-1 dated 7-8-1939.

From the Board of Revenue, B.P. Mis.No.687, dated 9th March 1940.

M 7-8 (H)

O R D E R:-

R e c o r d e d.

(By Order of His Excelllency the Governor)

B. G. Holdsworth,

Secretary to Government.

To the Board of Revenue.

To AS(R)

Pl may be sent

(True Copy)
F o r w a r d e d
(By Order)

P Krishnan 12/4/40

Superintendent.

TDG.

Two

Legislation - (Laroh Kanara) Fixity of Tenure - Tenants in the Coast Strip Grievances - ~~Breach~~ G/o Communicated

AJ (CL) thro' Secretariat

28 APR 1940

M 7-8 (H) DP Mis (GL) d 9/3/40 A

A 1544/CO from the Revenue Dept Lr No 900 dated 9/4/40 A

Copies A 1544/CO d 25.4.40

Communicated to the Coll of Laroh Kanara with reference to his letter No. DB 20/4 5562/35 d 21.12.35.

28/4/40 for Secy

28/4/40

To the Coll of Laroh Kanara

To AJ (CL)

After use this may be ~~recorded and~~ stitched with the B Part (H)

28/4/40

Legislation – (South Kanara) Fixity of tenure – Tenants in the Coast Strip of South Kanara Dt. Grievances –

M3

As (AR)
Thro' Secy. to Govt. (Legislative Dept.)

A 3625/34 on the Newspapers Cutt 3362 dated 7-8-34 Pg 1 G

A 164/160 from the Collr of S. Kanara Dis 5562/34 d 26-12-34 Pg 3 G

To As (AR)

The villagers of the Coast Strip of South Kanara Dt submit a memorial to the Govt, setting forth their grievances. The main grievance is that the tenants took on permanent leases the estates of the landlords on very high rent on the basis of the high level prices of rice and Coconuts (which are the staple crops in this area) prevailing in the years before the present economic depression and the consequent fall in prices ~~came into existence~~. The memorialists represent that being unable to bear the high

rents fixed in these leases on account of the heavy fall in the prices of paddy and Cocoanuts on the tenants have been compelled to sur their leased lands to their lan who insist that the le should continue (as it is their advantage since they enforce the old high rents) a drive the tenants to civil and civil jails for arrears o rent. The memorialists pray that the matter may be set right by legislation to the effect that the rent payable to the landlord may be fixed as a certain reasonable fraction of the revenue payable for the leased property allow the remaining fraction as remuneration to the tenant for his labour and investment for his improvements etc.

The Collr of Canara reports that leases effected some years before the present fall of prices

may be unprofitable
to the tenants, but leases
effected many years ago,
1890 or even earlier, were only
for a nominal rent, not
even sufficient to meet the
assessment on the lands and
hence the Bulgari Rent Enhance
ment Act was passed in 1920
to give relief to the landlord
by providing for the enhancem
of rent by recovering the
difference between the original
assessment and the assessme
enhanced at subsequent
settlements, that this legislati
has been justified by several
suits for enhancement all over the district
since 1920, and that the
Memorialists pray for a
reversal of this position

The Collr also
states that the memorialists
may have some grievance,
that the RDO, Kottur considers
Cases are not wanting where
the tenants surrendered their lands
to the landlord being unable

to pay the rent on account of the fall in prices that the R.D.O. Coondapur considers that there is need for fixing a reasonable rent on the analogy of the Malabar Tenancy Act that out of 7300 leases in Coondapur Div effected since 1915, about 2300 have been terminated either by process of law or by voluntary surrender that the number of leases alone surrendered alone would not form a correct basis for considering that the memorialists have a case that it is not possible to assess the value of all the leases terminated either by law or voluntary surrender and that a few cases of hardship have been reported in Mangalore Div also that the R.D.O. considers that legislation affecting the whole Country is not justified.

The C.M. also points out that the memorial does not seem to relate to leases

entered into before the last war, that leases entered into in the last years of the war 1918, fall into 2 classes, cases in which rent is payable in kind, and cases in which rent is payable in cash, that in the former case, adjustment is automatic, and no hardship while in the latter case, hardship may be felt; but that such cases are not too numerous to justify legislation.

The Coll finally states that if it is found necessary to pursue the matter a committee may be appointed to examine the question in detail, as is now being done with regard to the Malabar Tenancy Act.

The Coll's suggestions are sound, and may be supported to the Govt. There seems no case for legislation as pointed out by the Coll, but even for the appointment of a committee to go into the question, it is for the Govt to decide.

6/2

CS 9/2 Please see para 63 of the Resett. Scheme Report,
WS 2.9.42 & para 17 of the Board's remarks thereon in
first connection. Para 14(i) of the Resett. Introduction

Report shows how Mulgeni holdings were dealt with at the resettlement + the separate pattas which were issued for Mulgeni lease-holders were cancelled at resettlement + all the lands belonging to one + the same mulgeni were included in one patta. This is an important change effected at the Resett. in respect of these lands. As will be seen from the report, that at resett. the lease rent was not considered excessive, but rather low.

by 15/12 by 15/12. The recommendation requires Legislation to "fix the time of fixing the rent payable to the landlord as a certain reasonable fraction of the revenue payable for the land, possibly allowing the remaining fraction as remuneration to the tenant for his improvements". Presumably what they mean is that the rents payable should bear a definite proportion to the assessment.

As stated by the Collector, there is clear case for legislation as all the Bd. of R. may be suggested with the Govt

To my knowledge, there are mulgeni leases in South Kanara the rents reserved under which are ridiculously low and unfair to the ~~mulgeni~~ mulgar (landlord). The Collector's report shows that there are also cases in which money rents have become burdensome ~~in view~~ on account of the fall in prices ~~in~~ Her 1931. There can be no grievance if the mulgenidar, i.e., the tenant, has the right to relinquish his leasehold after reasonable notice to the landlord (mulgar). When the tenant does not claim compensation for improvements, it is unreasonable that the landlord should be ~~xxxxxx~~ able to ~~xxxxxx~~ refuse to accept relinquishments and continue to hold the tenant responsible for the rents. In the case of cocoanut gardens which have not decayed badly, the question of compensation for improvements made by the tenant would arise and he would be unwilling to - relinquish the holding. Tenancy problems in South Kanara are only less complicated than in Malabar and are much more complicated than in the rest of the Province. In respect of the districts outside the West Coast, the policy of Govt. has been not to interfere with tenancy matters and to undertake no special tenancy legislation. It is only for Malabar that special tenancy legislation has been passed. (Vide the Malabar Tenancy Act). Sooner or later, similar legislation will have to be undertaken for S. Kanara also. Compensation for Tenants Improvements Acts have been passed only in respect of Malabar and the Gudalur taluk of the Nilgiris district, where the Malabar system of land tenures prevails. (Vide Madras Act No. I of

pp.1862-1884 of Book No.26.

1900 and Act No. XII of 1931).

If a system of permanent leases is to work without causing appreciable hardship, there should be provision for -

(1) the right of the tenant to relinquish the holding when he does not claim compensation for improvements:

(2) equal rights for the tenant as well as the landlord to have the fair rent of the holding determined when the ~~land~~ rent stipulated in the lease is found excessive or too low, as the case may be; and

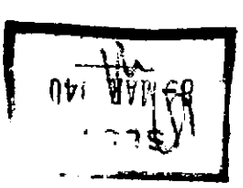
(3) temporary reduction of rents during periods of abnormal fall in prices.

Legislation will be necessary to make such provisions. The Collector says that there is not a sufficiently strong case now for undertaking legislation. When the need for it makes itself felt, the matter will have to be investigated fully and all relevant details considered by a competent committee whose duty it would be to advise Govt. as to the lines on which legislation should be undertaken.

The report of the Collector may be sent to the Government with the following remarks:

The difficulty that is complained of is the reverse of the difficulty which led to the passing of Act XII of 1930. Permanent leases based on the prices current in the decade after the last war are bound to cause hardship. If the cases had been very numerous, there might be a case for fixing a fair rent somewhat on the lines of Section 12 of Act XIV of 1930 but it is seen from the Collector's report that the cases are not numerous enough for such an arrangement. It is reasonable that a mulgenidar should be permitted to relinquish his lease after reasonable notice, when he does not claim compensation for improvements. The Collector has reported that in the Coimbatore Division some 1800 leases have been terminated by process of law or by voluntary surrender. Apparently therefore even the cases ~~where~~ where a mulgenidar is unable to relinquish a lease when no claim is made for compensation for improvements are not appreciably numerous.

The view of the Collector that there is no case for legislation may therefore be accepted. There is hardly need for a tenancy committee to deal with the difficulty.



SM
8-3

Draft if issue very urgently.
8/3/40

To A→(CA)

~~Drafts submitted~~

~~9/3 10/9/3~~

W 9/3

9/3

To

The Hon. Mr. C. Rajagopalachariar,
Prime Minister,
Government of Madras.

HUMBLE MEMORIAL OF THE VILLAGERS RESIDING

IN THE COAST STRIP OF SOUTH KANARA DISTRICT

Dated February 1939
25-5-1939.

MOST HONOURED SIR,

Your Honour's memorialists most respectfully beg to submit that they are ever grateful to your Honour and to the Congress Government for the enactment of the Agriculturists' Debt Relief Act which has been a boon to most of them and they assure your Honour of their firm and whole hearted loyalty and support to you and to the Congress.

The present memorial is to bring to Your Honour's kind notice and sympathetic consideration the peculiar hardships under which the tenants holding perpetual leases in the coast villages of this district are being ruined and rendered helpless and homeless, so that Your Honour may graciously be pleased to save them by bringing about such enactment as may be deemed fit.

The chief produce of these Coast villages is rice and cocoanut. A few years ago the prices of rice and cocoanuts here were more than double those at present. In those days of high prices for these staple products most of Your Honour's memorialists got fields and gardens from landlords on permanent lease on rental fixed on the basis of the then prevailing high prices. Since at that time the prices of those commodities were steadily rising from year to year when compared with those of previous years, the rent was calculated on the assumption that the prices of those articles would ever continue if not rise further. There was a rush and thousands obtained big and small holdings of cocoanut gardens and fields on perpetual lease and spent what little they had for building houses on them or effecting

effecting improvements thereon with the prospect of getting a decent rate of interest for sums thus invested in addition to the rent payable to the landlord.

But within a few years, most unexpectedly, the prices of cocoanut and rice went on steadily falling year after year so much so that it was not possible to pay the rent which had been fixed on the basis of much higher prices. Nevertheless the tenants hoping that the prices would before long take a steady upward curve managed to pay the landlord by borrowing and by retrenching in every direction even foregoing bare necessities of life in matter of food, clothing, etc.

But the prices went on falling still lower and lower so much so that now they are about 40% of what they were at the time of leasing. Many tenants therefore could not inspite of pledging and disposing all their valuable belongings manage to keep up their leases and have at last forfieted their holdings on which they had built substantial houses or effected considerable improvements for failure of payment of rent which the produce of the plot could not fetch on account of low prices. In spite of forefeiting the lease and improvements thereon the court decrees against them remain unpaid and follow them wherever they go attaching their newly acquired belongings and produces of their new temporary leases or driving them to civil jail. Where the landlord does not see substantial ~~xxxx~~ improvements on the holdings for him to swollow up by the application of forfeiture clause and where the lessee is still alive, he stands on law and does not accept the surrender of the lease but oppresses the tenant by yearly suits for rent thereby sucking the life blood out of the self-respecting tenant often driving him to such ~~xxx~~ desperation as to commit suicide in order to avoid the humiliation of civil jail.

Your Honour's memorialists therefore most humbly pray that Your Honour may generously be pleased to consider sympethetically the miserable plight of these tenants who are in thousands in the coast strip of this district and get an enactment passed

in the Legislature so as to give them relief from the peculiar nature of their permanent lease contracts whose rents had been fixed on the false basis assuming that the high prices of those old days, would ever continue. The enactment may, Your Honour's memorialist humbly suggest, take the line of fixing the rent payable to the landlord as a certain reasonable fraction of the revenue payable for the leased property allowing the remaining fraction as remuneration to the tenant for his labour and investment for improvements etc.

For which act of enquity and generosity Your Honour's memorialists will ever remain grateful and loyal to Your Honour's Government and to the great Indian National Congress.

Your Honour's most loyal and humble memorialists

THE VILLAGERS OF THE COAST STRIP,
SOUTH KANARA DISTRICT

(True Copy submitted to all the members of the Legislative Council and the members of the Upper House).

(True copy)

****

SECY.
10 FEB 1940

GOVERNMENT OF MADRAS

Ab 121
10.2.40

REVENUE DEPARTMENT.

D.O.No.3362-B/39-2,

Fort St. George,
Dated 9th February 1940.

Dear Sir,

Legislation - Fixity of tenure - Tenants in the coast strip of South Kanara district.
From the residents of the locality - Petition.
Ref: Government Endorsement No.3362-B/39-1, dated 7th Aug.193

I am to invite attention to the Endorsement quoted above and to enquire when the Board's reply thereto may be expected.

Yours sincerely,

To

S. Venkateswaran Esq., M.A., I.C.S.,
Secretary, Board of Revenue.

Do 130
16.2.40

Dear Sir,

Legislation – Fixity of tenure – (South Kanara) – Tenants in the Coast strip

Ref: your Do No 3362 file ref – B/39-2 dated 9/2/40

I am to say that the matter is under the consideration of the Board, and that the Board's reply will be submitted ~~as soon as possible~~ within a fortnight.

Yours sincerely,

S. Asst (Ag) Secy to Govt

16/2

13/2 (8) 15.2.

RECEIVED 16 FEB 1940

To

S. J. Augustus Esq.
Asst Secy to Govt
Revenue dept

Dated No. 687
9/3/40

I.A.	A.D.S. and L.R.	Assistant Secretary			Jt.Secy	Secy.	M-4	M-3	M-2	M-1
		Land Rev.	Settle-ment.	Sep. Rev.						
1. Open file seen by		✓				✓	✓			
2. Final draft seen by		✓								
3. Now circulated to										
4. Initials.										

Passed for record.

Secretary
Joint Secretary.

~~A.S. (C.W.).~~

A.S. (L.R.). 18/15/3

A.S. (Sett.). 13/3

A.S. (Excise).

A.D.S. & L.R.

I.A.

Note:- Entries not required to be scored out